1



#### POWER OF ATTORNEY FROM ASSIGNEE WITH DELEGATION

Octapharma AG, a corporation of Switzerland, having a principal place of business at Seidenstrasse 2, CH-8853 Lachen, Switzerland, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on October 16, 2002 of an invention known as Protein Purification II (Attorney Docket No. 2141.0030001/EEF/D-S [formerly 2081.0030001]), which is disclosed and claimed in a patent application of the same title by the inventor(s) Göran KARLSSON (said application filed on January 19, 2001 at the U.S. Patent and Trademark Office, having Application Number 09/766,098).

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michael A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 34,395. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

The Assignee hereby authorizes the U.S. attorneys named herein to accept and follow instructions from

Patentanwälte Von Kreisler Selting Werner

P.O. Box 10 22 41, D-50462 Köln (Cologne), GERMANY

as to any action to be taken in the U.S. Patent and Trademark Office regarding this application without direct communication between the U.S. attorneys and the Assignee. In the event of a change in the persons from whom instructions may be taken, the U.S. attorneys named herein will be so notified by the Assignee.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C. 1100 New York Avenue, N.W. Suite 600 Washington, D.C. 20005-3934 U.S.A.

Direct phone calls to 202-371-2600.

FOR: Octapharma AG

SIGNATURE: 

BY: 

Felix Lehner

TITLE: 

Sole member of Board of Directors

DATE: 

17 January 2003





Docket Number: 2141.0030001/EEF/D-S (formerly 2081.0030001)

### Certificate Under 37 C.F.R. § 3.73(b)

Applicat	nt/Patent Owner: Göra	n KARLSSON		
Applicat	tion No./Patent No.:	09/766,098	Filed/Issue Date:	January 19, 2001
Entitled	: <u>Protein l</u>	Purification II		
	Octapharma AG (Name of Assignee)	, ;	a Corporation (Type of Assignee, e.g., corporation, partner	ship, university, government agency,etc.)
states th				RECEIVE FEB 1 4 2003 TECH CENTER 1600/290
1. [√]	the assignee of the enti	re right, title, and intere	st, or	FEBILIVE
2. []	an assignee of an undi	vided part interest		IECH CENTER 100
in the pa	atent application/patent	identified above by virtu	ne of either:	-11 1600/290
A. [ ] OR	An Assignment from the recorded in the Patent attached.	ne inventor(s) of the pate and Trademark Office a	ent application/patent identif t Reel, Frame,	ied above. The assignment was or for which a copy thereof is
B. [√]	A chain of title from the assignee as shown below		ent application/patent identifi	ied above to the current
	The documen		To: Pharmacia AB tent and Trademark Office a or for which a copy thereof i	
	The documen		Pharmacia AB  tent and Trademark Office a r which a copy thereof is atta	
	The documer		Biovitrum AB tent and Trademark Office a , or for which a copy thereo	
	The documer	vitrum AB To:	Octapharma AG utent and Trademark Office a 373, or for which a copy	t y thereof is attached.
	[ ] Additional docume	ents in the chain of title a	are listed on a supplemental s	sheet.
[ <b>√</b> ] Cop	[NOTE: A separate condocument) must be sul	omitted to Assignment I	ain of title are attached. ignment document or a true of Division in accordance with 3 the PTO. See MPEP 302-30	77 CFR Part 3, if the
The unc	dersigned (whose title is	supplied below) is emp	owered to act on behalf of th	e assignee.
Signatu	re: /	ele.	f Board of D	
Name:	V Felix	Lehner		·
Title:	J Sole	member or	F Board of D	rrectors
Date:	10DMA\SKGF_DC1;86343;1	lanucry 2	003	SKGF Rev. 6/28/02 mad

TO ASSIGNMENT BR NOT FOR RECORDATION PATENT- OCH REGISTRERINGSVERKET Bolagsavdeiningen

# Page

#### SWEDEN

Registration number: 556131-9608

Date of registration: 1969-12-30

Company name: Pharmacia Aktiebolag

Address:

112 87 STOCKHOLM

Registered office: Stockholm

Share capital: SEK 6.393.802.825 TO ASSIGNMENT BRANCH NOT FOR RECORDATION

DO NOT FORWARD



BOARD OF DIRECTORS:

490724-5932 Alm, Harald Oskar Fredrik, Hollywoodvägen 16,

191 77 SOLLENTUNA

550602-0071 Berg, Nils Fredrik, Ehrenstrahlsvägen 62,

168 51 BROMMA

450401-4194 Hakansson, Nils Roland, (A), Lokvagen 25 F,

260 33 PAARP

461008-4719 Persson, Gustav Lennart, (A), Gevärsgatan 1,

262 62 ÄNGELHOLM 491214-0326 Widen, Ingela Elisabet, (A), Skorpvägen 20,

470417-9193 Astrom, Per Hakan Albin, (U), (O),

126 Southern Boulevard, NJ 07928, CHATHAM NEW JER, USA

DEPUTY MEMBERS OF THE BOARD:

460401-1405 Johansson, Irene Linnéa Kristina, (A), Storvägen 23,

756 47 UPPSALA

520729-8588 Larsson Lena Maria Catarina, (A), Lindhagensgatan 81,

112 43 STOCKHOLM

450107-5719 Mandrén, Ulf Holger, (A), Tegvagen 1,

743 34 STORVRETA

470721-1977 Wahlén, Hans Harald Wilhelm, Vasagatan 1C,

753 13 UPPSALA

MANAGING DIRECTOR:

470417-9193 Åström, Per Håkan Albin, (U), (O),

126 Southern Boulevard, NJ 07928, CHATHAM NEW JER, USA

DEPUTY MANAGING DIRECTOR:

550602-0071 Berg, Nils Fredrik, Ehrenstrahlsvägen 62,

168 51 BROMMA

OTHER PERSONS AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY:

560723-5131 Härfstrand, Karl Anders Olof, (U), Sibyllegatan 53,

114 43 STOCKHOLM

# 4477540

#### DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION

ENT- OCH REGISTRERINGSVERKET Bolagsavdelningen

#### SWEDEN

Registration number: 556131-9608

Date of registration: 1969-12-30

Company name:

Pharmacia Aktiebolag

Address:

112 87 STOCKHOLM

Registered office:

Stockholm

Share capital:

SEK 6.393.802.825

490802-2520 Kilian, Patricia, Höguddsvägen 18 A, 181 62 500126-0230 Lindqvist, Ulf Erik Åke, Bergshällsvägen 15,

187 34 TÄBY 520127-5012 Olving, Raoul Lennart, (U), Österplan 13,

753 31 UPPSALA

410109-8251 Sievertsson, Hans Uno, Rystavägen 5, 183 46

560906-4711 Svenberg, Anders Erik Gösta, Vansövägen 55,

125 40 ÄLVSJÖ

501002-1698 Weitzberg, Nathanael, Nockebyvägen 3, 167 71 BROMMA

500510-7056 Örström, Hans Erik Martin, Ersbackavagen 3,

816 30 OCKELBÖ

COMPANY AUDITORS:

491031-9039 Bladh, Björn Peter Tommy, Fadderortsgrand 5,

165 72 HÄSSELBY

460515-0657 Tidstrom, Hans Gorah, Knut Wallenbergs vag 39,

133 00 SALTSJÖBADEN

DEPUTY AUDITORS: 571022-1101 Blom, Eva Mari, Odalvägen 6, 740 22 BÄLINGE 470411-7219 Danielsson, Äke Nils Gunnar, Neptunistigen 70, 162 40 VÄLLINGBY

SIGNATORY POWER:

In addition to the Board of Directors,

any two jointly of

Alm, Harald Oskar Fredrik

Berg, Nils Fredrik

Astrom, Per-Hakan Albin

Härfstrand, Karl Anders Olof

Kilian, Patricia

Lindqvist, Ulf Erik Åke

Olving, Raoul Lennart

Sievertsson, Hans Uno

Svenberg, Anders Erik Gösta

Weitzberg, Nathanael

TO ASSIGNMENT BRANCH NOT FOR RECORDATION

PATENT- OCH REGISTRERINGSVERKET Bolagsavdelningen

#### SWEDEN

Registration number:

556131-9608

Date of registration: 1969-12-30

Company name:

Pharmacia Aktiebolag

Address:

112 87 STOCKHOLM

Registered office:

Stockholm

Share capital:

SEK 6.393.802.825

Örström, Hans Erik Martin are entitled to sign on behalf of the company.

Furthermore, the Managing Director, in his normal business activities, is also entitled to sign on behalf of the company.

SECONDARY NAMES: Citytappen

FINANCIAL YEAR!

Registered financial year: 0101-1231
Latest annual report submitted covers financial

period 990101-991231

DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES:
2000-09-28 Pharmacia Aktiebolag

1996-07-01 Pharmacia & Upjohn Aktiebolag 1993-11-17 Pharmacia Aktiebolag 1984-12-27 Procordia Aktiebolag 1969-12-30 Statsföretag Aktiebolag

SUNDSVALL 2000-10-11

Ex officio

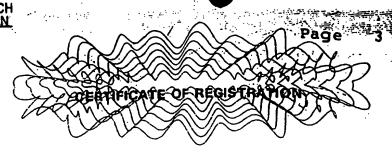
runo **GUNN LAHTI** 

(0) = chairman of the board

(A) = employee representative

(U) = person resid nt outside EEA

(E) = person resident outside Sweden but within EEA



Swedish Patent and Registration Office Companies Department S-85181 SUNDSVALL Sweden

Schwedisches Patent- und Registeramt Gesellschaftsabteilung S-85181 SUNDSVALL Schweden

Office Suédois des Brevets et de l'Enregistrement Section des Sociétés S-85181 SUNDSVALL . Suède

Tel:

+46 60 - 18 40 00

Fax:

+46 60-61 56 29

#### ASSIGNMENT

WHEREAS, I, Göran KARLSSON, a citizen of Sweden, residing at Björnidegränd 103, SE-162 46 Vällingby, Sweden (hereinafter referred to as "ASSIGNOR"), have invented **Protein Purification II**, for which U.S. Patent Application Serial No. 09/766,098 was filed on January 19, 2001; and

WHEREAS, Pharmacia AB, a corporation duly organized and existing under the laws of Sweden (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNOR, hereby sells, assigns, and transfers and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under said invention, and said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof;

ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR HEREBY grants the firm of DINSMORE & SHOHL LLP the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNOR HEREBY covenants and agrees that he has full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY further covenants and agrees that he will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in the United States.

Dated: <u>April 5, 2001</u>

Göran Karlsson

658105.01

#### **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Pharmacia AB** a corporation organized and existing under the laws of **Sweden** and having an office and place of business at **SE-112 87 Stockholm**, **Sweden** (the "Assignor"), hereby sells and assigns to **Biovitrum AB** a corporation formed under the laws of **Sweden**, having an office and place of business at **Visitors Lindhagensgatan 133**, **SE-112 76 Stockholm**, **Sweden** (the "Assignee"), **100%** (**100 percent**) entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

- (a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and
- (b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K. S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig,

Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedule A that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

By:	mela laureplan
	Agneta Tannerfeldt [Type/Print Name]
Title:	Director Global IP & Head
Date:	Stockholm February 20, 2002
Witnessed before me:	
Signature: Birgitto akerman	Signature: Frank MSSr
Print Name: Birgitta Åkerman	Print Name: Birgitta Larsson
Address: Lollandsg 31, Kista Sweden	Address: Smedsbacksg 32, Stockholm Sweden

SIGNED on behalf of the said ASSIGNEE, BIOVITRUM AB

SIGNED on behalf of the said ASSIGNOR, PHARMACIA AB

By:

[Type/Print Name]

General Counsel Title:

Title:

VP, Site Management

Date:

Stockholm 11 February, 2002

Witnessed before me:

Signature:

Print Name: Christina Ekroth

Print Name:

Annette Hellman

Address:

Bergsbovägen 11a, Eskilstuna Address:

Hämplingevägen 33, Älta, Sweden

Sweden

#### **SCHEDULE A**

# UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

	Application No.	Filing Date	Patent No.	Issue Date
1	09/766,098	Jan. 19, 2001	N/A	N/A

#### OTHER INTERNATIONAL APPLICATIONS AND PATENTS

Country Application No. Patent No.

1. N/A



#### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration. receipt of which is hereby acknowledged, Biovitrum AB a corporation organized and existing under the laws of Sweden and having an office and place of business at Visitors Lindhagensgatan 133, SE-112 76 Stockholm, Sweden (the "Assignor"), hereby sells and assigns to Octapharma AG a corporation formed under the laws of Switzerland, having an office and place of business at Seldenstrasse 2, CH-8853 Lachen, Switzerland (the "Assignee"). 100% (100 percent) entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages.

- (a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and
- (b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K. S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,893; Michael B. Ray, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of Sterne, Kessler, Goldstein & Fox P.L.C., 1100 New York Avenue, N.W., Suite

CICNED - 1 1 1						
SIGNED on behalf o	T the said	ASSIGNOR,	Biovitrum AI	3 - Wh )	11.1	· · ·
		Ву:			M	Ind
			Fredr SVP, Gene	ik Berg <del>eral Gounsel</del> Type/Print Name]	Ulf Lind	lquist magement
i i i i i i i i i i i i i i i i i i i	• . •	Title	,			
* * * * * * * * * * * * * * * * * * * *		Date	/	2002 -10- 1 6		
Vitnessed before me:						
ignature : JAVI VIS			_ Signature:	The	Ander	_
rint Name: Birgill	n Lars	sen	_ Print Name	e: Ritwa	Ander	
rint Name: Birgill ddress: Novululs	n La-si	sen	_ Print Name	Extua	Ander	۲.۲ <del>۱۱۲</del> ۰
rine Name: Birqill ddress: Novutuls	n Larsi 1.120	sen 11327 Stockhour Sweden	Print Name Address: s	Eitwa Sibacke	Ander n 47 165 Swe	65 Hes
ddress: Novotuls	7 12d	STOCKHOLY SWOTEN	Address: s	Sibacker	Ander n 47 165 Swe	65 Has
ddress: Novotuls	7 12d	STOCKHOCH SWOOD ASSIGNEE, O	Address: s	Sibacker	Ander n 47 165 Swe	65 His
ddress: Novutuls	7 12d	STOCKHOLY SWOTEN	Address: s	Sibacker	Ander n 47 165 Swe	65 Hgs den
adress: Novotuls	7 12d	STOCKHOCH SWOOD ASSIGNEE, O	Address: c	sjóbacke.	Ander n 47, 165 Swe	65 High
adress: Novotuls	7 12d	STOCKHOCK SWORLOW ASSIGNEE, ON By:	Address: c	Sibacker	Ander n 47 165 Swe	65 His
ddress: Novotuls	7 12d	STOCKHOCH SWOOD ASSIGNEE, O	Address: c	sjóbacke.	Ander n 47 165 Swe	65 Higs
adress: Novotuls	7 12d	STOCKHOCK SWORLOW ASSIGNEE, ON By:	Address: c	sjóbacke.	Ander n 47, 165 Swe	65 High
ddress: Novutuls	7 12d	ASSIGNEE, O	Address: c	sjóbacke.	Ander n 47 165 Swe	65 His
Iddress: Noveluls	7 12d	ASSIGNEE, O	Address: c	sjóbacke.	Ander n 47 165 Swe	65 Higs
tint Name: Birqilland ddress: Novoluland ddress: Novoluland ddress: Novoluland ddress: Novoluland ddress: Novoluland ddress: Novoluland ddressed before me: gnature:	7 12d	ASSIGNEE, O	Address: ctapharma A	Stackes  G  Pe/Print Name]	Ander n 47 165 Swe	65 High

#### **SCHEDULE A**

## UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

	Application No.	Filing Date	Patent No.	Issue Date	Atty. Docket No.
1.	09/598,883	21/06/2000			2081.0010001PH-01570 US
2.	10/200,338	23/07/2002			2081.0010002 PH-01870VS
3.	09/986,464	08/11/2001			2081.0020001 oo397-US
4.	09/766,098	19/01/2001			2081.0030001 00013 - 45
5.	09/776,887	19/01/2001			2081.0040001 00012 - 03

#### OTHER INTERNATIONAL APPLICATIONS AND PATENTS

Country Application No. Patent No.
------------------------------------

1.

#### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equiv lent and other good and valuable consideration, receipt of which is hereby acknowledged, Biovitrum AB a corporation organized and existing under the laws of Sweden and having an office and place of business at Visitors Lindhagensgatan 133, SE-112 76 Stockholm, Sweden (the "Assignor"), hereby sells and assigns to Octapharma AG a corporation formed under the laws of Switzerland, having an office and place of business at Seidenstrasse 2, CH-8853 Lachen, Switzerland (the "Assignee"), 100% (100 percent) entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

- (a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and
- (b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, little and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Bsquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K. S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite

Page 1 of B

يز

600. Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedul A that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this docum nt.

SIGNED on behalf of the said ASSIGN	NOR, Bio	ovitrum AB
	Ву:	
		[Type/Print Name]
	Title:	
	Date:	
Witnessed before me:	•	·
Signature:		Signature:
Print Name:		Print Name:
Address:		Address
Witnessed before me:  Signature:  Print Name:  Address:  Octobarma  Sciolnstr. 2  CH-8853 Local:  CH-8854 Local:  CH-8854 Local:  CH-8854 Loca	By: / Title: / Date: /	Sciolenst. 2  Address: October 1. 2002  Signature: Print Name: Puth leuch  Address: October 1. 2002  Address: October 1. 2002  Address: October 1. 2002

Page 2 of 3

#### SCHEDULE A

# UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

	Application No.	Filing Date	Patent No.	Issue Date	Atty. Docket No.
	-				•
1.	09/598,883	21/06/2000			2081.0010001
2.	10/200,338	23/07/2002			2081.0010002
3.	09/986,464	08/11/2001			2081.0020001
4.	09/766,098	19/01/2001			2081.0030001
<b>5</b> .	09/776,887	19/01/2001			2081.0040001

#### OTHER INTERNATIONAL APPLICATIONS AND PATENTS

Country	Application No.	Patent No.

1.

DO NOT FORWARD
TO ASSIGNMENT BRANCH



Edward J. Kessler Jorge A. Goldstein David K.S. Cornwe Robert W. Esmond Robert W. Esmond Tracy-Gene G. Durkin Michele A. Cimbala Michael B. Ray Robert E. Sokohl Eric K. Steffe Michael Q. Lee Steven R. Ludwig John M. Covert Linda E. Alcom Linga E. Alcom Robert C. Millonig Lawrence B. Bugaisky Donald J. Featherstone Michael V. Messinger Judith U. Kim Timothy J. Shea, Jr. Patrick E. Garrett Jeffrey T. Helvey\* Heidi L. Kraus Edward W. Yee Albert L. Ferro\* Donald R. Banowit Peter A. Jackman Molly A. McCall Teresa U. Medler Jeffrey S. Weaver Kendrick P. Pattersor Vincent L. Capuano Albert J. Fasulo II\* Eldora Ellison Floyd Thomas C. Fiala Brian J. Del Buono

February 11, 2003

Virgil Lee Beaston\* Kimberly N. Reddick Theodore A. Wood Elizabeth J. Haanes Elizabeth J. Haanes Bruce E. Chalker Joseph S. Ostroff Frank R. Cottingham Christine M. Lhulier Rae Lynn Prengaman Jane Shershenovich Rodney G. Maze Jason D. Eisenberg Michael A. Specht' Andrea J. Kamage Tracy L. Muller\*

Lawrence J. Carroll\* George S. Bardmesser Daniel A. Klein\*

Registered Patent Agents -Karen R. Markowicz Nancy J. Leith Ann E. Summerfield Helene C. Carlson Gaby L. Longsworth Matthew J. Dowd Aaron L. Schwartz Appelius G. Ib. Angelique G. Uy Boris A. Matvenko Mary B. Tung Katrina Y. Pei John J. Figueroa

Teresa A. Colella Jeffrey S. Lundgren Victoria S. Rutherford

Senior Counsel Samuel L. Fox Kenneth C. Bass III

\*Admitted only in Maryland

\*Admitted only in Virginia

\*Admitted only in Texas

Practice Limited to Federal Agencies

WRITER'S DIRECT NUMBER: (202) 772-8508

**INTERNET ADDRESS:** EFLOYD@SKGF.COM Art Unity

ROYCENTER TOO SOO

Commissioner for Patents Washington, D.C. 20231

Re:

U.S. Utility Patent Application

Appl. No. 09/766,098; Filed: January 19, 2001

For: **Protein Purification II** Inventor:

Göran Karlsson

Our Ref:

2141.0030001/EEF/D-S

Sir:

Transmitted herewith for appropriate action are the following documents:

SKGF Cover Letter; 1.

- Executed Certificate Under 37 C.F.R. § 3.73(b) with attached copies of chain of 2. title documents (14 pages);
- Executed Power of Attorney from Assignee with Delegation; and 3.
- 4. One (1) return postcard.

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Eldora Ellison Floyd Attorney for Applicant

Registration No. 39,967

EEF/DS/nef Enclosures ::ODMA\MHODMA\SKGF\_DC1;100698;1

SKGF Rev. 2/15/02 dcw

Sterne, Kessler, Goldstein & Fox PLL.C.: 1100 New York Avenue, NW: Washington, DC 20005: 202.371.2600 f 202.371.2540: www.skgf.com